

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

2000

Part One. Legal status of the United Nations and related intergovernmental organizations

Chapter II. Treaty provisions concerning the legal status of the United Nations and related intergovernmental organizations



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## Chapter II

### TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS

#### A. Treaty provisions concerning the legal status of the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS.<sup>1</sup> APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946

As at 31 December 2000, there were 142 States parties to the Convention.<sup>2</sup>

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#### 2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Cooperation Agreement between the United Nations and the Government of the Kingdom of Thailand concerning the International Institute for Trade and Development. Signed at Bangkok on 17 February 2000<sup>3</sup>

The United Nations, represented by the United Nations Conference on Trade and Development (“UNCTAD”), and the Government of the Kingdom of Thailand (“the Government”), hereinafter referred to as “the Parties”,

*Noting* the views expressed by Member States, international organizations and civil society at the tenth session of the United Nations Conference on Trade and Development, held in Bangkok from 12 to 19 February 2000, on the challenges and risks of globalization and liberalization for the world’s economic growth and development, and on the development strategies that would enable countries to integrate effectively into the global economic system,

*Recognizing* the continuing growth in demand from developing countries for training and capacity-building assistance to cope with the rise in the complexity of regional and international economic arrangements due to the globalization and liberalization process in the world economy,

*Recalling* General Assembly resolutions 1995 (XIX), as amended, 47/183 of 22 December 1992, 51/167 of 16 December 1996 and 53/192 of 15 December 1998,

*Concurring* that a research and training facility at the regional level would strengthen developing countries’ capacities to deal with a broad range of regional and international trade and development issues,

*Desiring* to cooperate in supporting such research and training facilities,  
*Have agreed* as follows:

#### *Article I*

##### ESTABLISHMENT AND STATUS OF THE INTERNATIONAL INSTITUTE FOR TRADE AND DEVELOPMENT

1. The International Institute for Trade and Development (“the Institute”) shall be established by the Government as a Thai legal entity under Thai law at Chulalongkorn University.

2. The Institute shall be a non-profit organization and operate as a regional research and training centre with assistance from UNCTAD, other international agencies and donor countries.

3. UNCTAD shall assist the Government in the establishment and operation of the Institute in accordance with the provisions of this Agreement. All assistance provided by UNCTAD under this Agreement shall be subject to the availability of extrabudgetary resources and in accordance with UNCTAD regulations, rules, procedures and directives.

4. Detailed arrangements between the Parties concerning the implementation of this Cooperation Agreement shall be agreed upon subsequently.

#### *Article II*

##### OBJECTIVES OF THE INSTITUTE

The objectives of the Institute shall be:

1. To provide knowledge to participants from countries in the Asian region and beyond through training and research programmes in the area of international trade, finance, investment and development and in other relevant areas to enable them to adjust effectively to the globalization and liberalization process;

2. To assist developing countries in the region in building their capacities to meet the challenges and risks of globalization and in formulating appropriate economic policies and legislative adjustments in accordance with their development objectives;

3. To promote and strengthen regional economic cooperation and integration through sharing and exchanging of experiences and knowledge;

4. To serve as a focal point and provide a forum for training and capacity-building activities by UNCTAD and other interested organizations.

#### *Article III*

##### SCOPE OF ACTIVITIES

To fulfil its objectives as set out in article II, the Institute shall carry out the following functions, *inter alia*:

1. Provide training and research activities in the following areas:

(a) *Commercial diplomacy*: to enable developing countries to maximize their potential benefits from the international trading system by engaging effectively in negotiations and defending their rights in the implementation of international and regional trade and investment agreements;

(b) *Globalization and liberalization*: to help increase the capacity of developing countries in managing and meeting the challenges and risks of globalization and liberalization and to assist them in formulating appropriate policies and legislative adjustments to the globalization and liberalization process in accordance with their development objectives;

(c) *International trade and investment facilitation*: to assist countries in improving systems and procedures for trade expansion in such areas as trade efficiency, customs, maritime transport and financial management;

2. Conduct and/or commission research and analysis activities on the potential and risks of globalization and liberalization for economic growth and development, in particular on issues related to trade, finance, investment and development, to provide inputs and information for the Institute's training, workshop and seminar programmes;

3. Establish academic networks and promote linkages with national, regional and international organizations in providing training and research in the areas of trade, finance, investment and development;

4. Conduct other activities to promote better understanding of the potential, challenges and risks of globalization and liberalization and their impact on economic growth and development.

#### *Article IV*

##### EXECUTIVE BOARD OF THE INSTITUTE

1. An Executive Board of the Institute shall be established to oversee the operation of the Institute. The composition of the Executive Board shall be decided by the Government. UNCTAD shall provide advisory services to the Executive Board.

2. The Executive Board shall, inter alia, have the following functions:

(a) Formulate policies for the activities to be carried out by the Institute;

(b) Consider and approve the budget, project proposals, budget allocation, annual work programmes and other activities of the Institute;

(c) Appoint the Executive Director of the Institute;

(d) Review and evaluate the operation of the Institute, including the implementation of ongoing projects and activities based on the recommendations and assessment of the Executive Director;

(e) Advise on and approve fund-generating projects and activities to raise financial support for the Institute;

(f) Approve an annual report to the Parties on the activities of the Institute;

(g) Advise on other matters to ensure the effective operation of the Institute.

3. A Programme Advisory Group and a Financial Advisory Group may be established by the Executive Board to assist the Executive Board in preparing the work programme of the Institute and in mobilizing resources for the implementation of the work programme. The Programme Advisory Group may comprise experts from the academic arena. The Financial Advisory Group may comprise representatives from the donor countries and organizations concerned with the operation of the Institute.

### *Article V*

#### ORGANIZATION AND MANAGEMENT OF THE INSTITUTE

1. The Institute shall be headed by a full-time Executive Director appointed by the Executive Board.

2. The Executive Director shall, under the overall policy guidance of the Executive Board, be responsible for the management of the operation and activities of the Institute, including instructor and staff selection and liaison with other institutions, and shall oversee the expenditure of the Institute's funds. In addition, the Executive Director shall submit each year to the Executive Board for its consideration the work programme, budget and a report on the activities of the previous year.

3. The Executive Director shall be assisted by the Programme Director provided by UNCTAD.

### *Article VI*

#### FINANCIAL ARRANGEMENTS

1. The Institute shall establish a trust fund to receive contributions from donor countries, intergovernmental organizations, non-governmental organizations and other sources to finance the work programmes, operation and administrative costs and other related costs of the Institute, inter alia:

(a) The costs of the operation, maintenance and repair of the Institute's premises, equipment and facilities;

(b) Salaries and other emoluments of the Executive Director and the local staff;

(c) Utilities, transportation and telecommunication expenses related to the Institute's operation;

(d) All other costs and liabilities arising from the establishment and operation of the Institute.

2. To ensure effective and smooth operation of the Institute, UNCTAD and the Government, in cooperation with other United Nations agencies, non-governmental organizations, other international organizations, civil society and donor countries, shall use their best efforts to mobilize necessary resources for the Institute's trust fund.

3. The trust fund account shall be audited on an annual basis by an independent certified public accounting firm proposed by the Executive Board. The Executive Director shall supply to both Parties and the Executive Board each year information regarding the use of funds or assets provided or financed by either Party within the framework of this Agreement.

### *Article VII*

#### CONTRIBUTIONS BY THE GOVERNMENT

1. The Government shall provide space for the Institute at Chulalongkorn University.

2. The Government shall facilitate, on a rental basis, accommodation for instructors and participants in the training programme seminars and workshops and the work programme of the Institute.

3. The Government shall contribute 10 million baht to cover the expenses for the establishment of the Institute and its initial stage of operation.

#### *Article VIII*

##### CONTRIBUTIONS BY UNCTAD

1. Subject to the availability of extrabudgetary resources and in accordance with its regulations, rules, procedures and directives, UNCTAD shall:

(a) Cover the cost of the Programme Director;

(b) Make available UNCTAD staff and technical experts to assist in carrying out work programmes offered by the Institute. Such support shall include helping design and carry out training programmes. UNCTAD shall cover the cost of travel, per diem and related expenses of such UNCTAD staff and experts;

(c) Provide, on a regular basis, its documents, online library services and training materials in the areas of trade, finance and other development issues;

(d) Endeavour to organize its own training and capacity-building activities in the region through the Institute;

(e) Take any other appropriate measures to assist the Institute.

#### *Article IX*

##### CONSULTATION

Any differences between the Parties concerning the interpretation and implementation of this Agreement shall be settled amicably through consultation.

#### *Article X*

##### ENTRY INTO FORCE, AMENDMENT AND TERMINATION

1. This Agreement shall enter into force upon signature and shall remain in force until terminated by either Party giving six months' prior notice in writing.

2. The provisions of this Agreement may be amended by an agreement of the Parties in writing.

3. The termination of this Agreement shall not affect programmes which have commenced before the date of termination. In the event of termination of this Agreement, the Executive Director shall submit to the Parties a comprehensive report on the resources of the Institute and the uses to which they were put.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective authorities, have signed this Agreement.

DONE at Bangkok on the 17th day of February 2000 in duplicate in English.

For the United Nations:

*(Signed)*

Rubens RICUPERO

*Secretary-General of UNCTAD*

For the Government  
of the Kingdom of Thailand:

*(Signed)*

Surin PITSUWAN

*Minister for Foreign Affairs  
for the Kingdom of Thailand*

- (b) Exchange of letters constituting an agreement between the United Nations and the Government of the Netherlands concerning arrangements regarding the Meeting of the Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, to be held at The Hague from 23 to 25 March 2000. Signed at Geneva on 9 and 18 February 2000<sup>4</sup>

I

LETTER FROM THE UNITED NATIONS

9 February 2000

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of the Netherlands (hereinafter referred to as “the Government”) in connection with the Meeting of the Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, to be held, at the invitation of the Government, at The Hague, from 23 to 25 March 2000.

*Arrangements between the United Nations and the Government of the Netherlands regarding the Meeting of the Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, to be held at The Hague from 23 to 25 March 2000*

1. Participants in the Meeting will be invited by the Executive Secretary of the United Nations Economic Commission for Europe in accordance with the rules of procedure of the Commission and its subsidiary organs.

2. In accordance with United Nations General Assembly resolution 47/202, part A, paragraph 17, adopted by the General Assembly on 22 December 1992, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Meeting, namely:

(a) To supply to all United Nations staff members who are to be brought to The Hague, air tickets, economy-class, Geneva–The Hague–Geneva, to be used on the airlines that cover this itinerary;

(b) To supply vouchers for air freight and excess baggage for documents and records;

(c) To pay to all staff, on their arrival in the Netherlands, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization’s official daily rate applicable at the time of the Meeting, together with terminal expenses up to 108 United States dollars per traveller, in convertible currency, provided that the traveller submits proof of having incurred such expenses.

3. The Government will provide for the Meeting adequate facilities including personnel resources, space and office supplies as described in the attached annex.

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (a) injury to person or damage to property in conference or office premises provided for the Meeting; (b) the transportation provided by the Government; and (c) the employment for the Meeting of personnel provided or arranged for by the Government; and the Government shall

hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except in cases of gross negligence or wilful misconduct of personnel of the United Nations.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which the Netherlands is a party, shall be applicable to the Meeting, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention.

(b) Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

6. Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting.

7. Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting.

8. All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from the Netherlands. Visas and entry permits, where required, shall be granted promptly and free of charge.

9. The rooms, offices and related localities and facilities put at the disposal of the meeting by the Government shall be the meeting area which will constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

10. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

11. Any dispute concerning the interpretation or implementation of these Arrangements, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, will, unless the parties agree otherwise, be submitted to a tribunal of three arbitrators, one of whom will be appointed by the Secretary-General of the United Nations, one by the Government and the third, who will be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them, appoint the Chairman, then such arbitrator will be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal will adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance will be final and, even if rendered in default of one of the parties, be binding on both of them.

\* \* \*

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of the Netherlands which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

(Signed) Vladimir PETROVSKY

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF THE NETHERLANDS  
TO THE UNITED NATIONS OFFICE AT GENEVA

18 February 2000

Excellency,

With reference to your letter of 9 February 2000 concerning the arrangements between the United Nations and the Government of the Netherlands, regarding the Meeting of the Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, to be held at The Hague from 23 to 25 March 2000, I have the pleasure to inform you that the arrangements as enclosed in your letter are acceptable to my Government.

This affirmative letter to you and your letter will therefore constitute an arrangement between the United Nations and the Government of the Netherlands which shall enter into force on the date of this reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

(Signed) Hans J. HEINEMANN  
*Ambassador  
Permanent Representative  
of the Kingdom of The Netherlands*

- (c) Exchange of letters constituting an agreement between the United Nations and the Government of Sweden on the Tenth United Nations International Training Course on Remote Sensing Education for Educators, organized in cooperation with the Government of Sweden. Signed at Vienna on 23 February 2000 and 4 April 2000<sup>5</sup>

I

LETTER FROM THE UNITED NATIONS

23 February 2000

Dear Sir,

*Tenth United Nations International Training Course on Remote Sensing Education for Educators organized in cooperation with the Government of Sweden, 2 May–9 June 2000*

I have the honour to refer to resolution 54/67 adopted by the General Assembly on 6 December 1999, and in particular to its paragraph 21, by which the General Assembly endorsed the United Nations Programme on Space Applications for 2000,

which included the organization of a training course on remote sensing education for educators in its programme of work.

The United Nations has received with appreciation the offer from Your Excellency's Government to host, as it has in the past, the Tenth United Nations International Training Course on Remote Sensing Education for Educators, which will be organized in cooperation with the Swedish International Development Cooperation Agency and Stockholm University for the benefit of developing countries. As Your Excellency is aware, this course will be hosted by Stockholm University, Stockholm and SSC Satellitbild in Kiruna from 2 May to 9 June 2000. Educators from the educational communities in developing countries will participate in the training course.

With the present letter, I seek your Government's agreement to the following:

1. The Government of Sweden and the United Nations will finance the international travel of thirteen (13) and twelve (12) participants respectively.

2. The Government of Sweden will provide room, board, medical care in case of acute illness or accidents, local transportation and an allowance for incidental expenses in Sweden for all twenty-five (25) participants.

3. (a) The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 and the Convention on the Privileges and Immunities of Specialized Agencies of 21 November 1947 shall be applicable in respect of the Training Course;

(b) Without prejudice to the provision of the Conventions on the Privileges and Immunities of the United Nations and of Specialized Agencies, all participants and persons performing functions in connection with the Training Course shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Training Course;

(c) Personnel provided by the Government of Sweden and locally employed personnel pursuant to this Agreement shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in their official capacity in connection with the Training Course.

4. All participants and all persons performing functions in connection with the Training Course shall have the right of unimpeded entry into and exit from Sweden. Upon presentation by the United Nations of a list of participants well in advance, visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

5. It is further understood that your Government will be responsible for dealing with any claim against the United Nations arising out of:

(a) Injury to persons or damage to property in conference or office premises provided for the Training Course;

(b) The transportation provided by the Government;

(c) The employment for the Training Course of personnel provided or arranged by the Government,

and the Government shall hold the United Nations and its personnel harmless in respect of any such claim, resulting from the performance of the services under this Agreement, except where it is agreed by the Secretary-General of the United Nations and the Government that such claims arise from gross negligence or wilful misconduct of such persons.

6. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your Government's acceptance of these proposed terms, the present letter and the letter in reply from your Government shall constitute an agreement between the Government of Sweden and the United Nations concerning the arrangements for the Training Course.

*(Signed)*  
Pino ARLACCHI  
*Director-General*  
*United Nations Office at Vienna*

## II

### LETTER FROM THE PERMANENT REPRESENTATIVE OF SWEDEN TO THE UNITED NATIONS OFFICE AT VIENNA

4 April 2000

Dear Sir,

In reply to your letter of 23 February 2000, I have the honour to inform you that the Government of Sweden has decided to conclude an agreement, in accordance with the proposal of the United Nations attached to your letter, concerning the arrangements for the Tenth United Nations International Training Course on Remote Sensing Education for Educators, to be held in Sweden.

It is therefore hereby agreed that your letter of 23 February 2000, together with the present letter, constitutes an agreement between the Government of Sweden and the United Nations concerning the arrangement for the Training Course mentioned above.

*(Signed)*  
Björn SKALD  
*Ambassador*  
*Permanent Representative of Sweden*  
*to the United Nations Office at Vienna*

(d) Memorandum of agreement between the United Nations and the Government of Sweden for the contribution of personnel to the International Tribunal for the Former Yugoslavia. Signed at The Hague on 28 April 2000.<sup>6</sup>

*Whereas* the United Nations Security Council, in its resolution 808 (1993) of 22 February 1993 and 827 (1993) of 25 May 1993, decided to establish an international tribunal for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the former Yugoslavia between 1 January 1991 and a date to be determined by the Security Council upon the restoration of peace (hereinafter “the International Tribunal”),

*Whereas* by paragraph 5 of resolution 827 (1993) of 25 May 1993 the United Nations Security Council urged States and intergovernmental and non-governmental organizations to contribute funds, equipment and services to the International Tribunal, including the offer of expert personnel,

*Whereas* the United Nations Security Council, in its resolution 1244 (1999) of 10 June 1999, decided on the deployment in Kosovo, under United Nations auspices, of an international civil and security presence,

*Whereas* the United Nations Security Council, in its resolution 1244 (1999) of 10 June 1999, demanded full cooperation by all concerned, including the international security presence, with the International Tribunal,

*Whereas* the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998,

*Whereas* under General Assembly resolution 51/243, on 27 January 2000 the Secretary-General proceeded to approve a request of the Prosecutor of the International Tribunal to accept experts to provide temporary and urgent assistance for the specialized functions as identified by the Prosecutor, for the year 2000,

*Whereas* the Government of Sweden (hereinafter “the Government”) offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of this Memorandum of Agreement,

*Now therefore* the United Nations and the Government (hereinafter “the Parties”) have reached the following understanding:

#### *Article I*

##### OBLIGATIONS OF THE GOVERNMENT

1. The Government agrees to make available to the International Tribunal for the duration and purposes of this Agreement the services of expert personnel (hereinafter “Swedish Personnel”) listed in annex I hereto. Changes and modifications to the annex may be made with the agreement of the Parties.<sup>7</sup>

2. The Government undertakes to pay all expenses in connection with the services of the Swedish Personnel, including salaries, travel costs to and from the location where the Swedish Personnel are based, and allowances and other benefits to which they are entitled, except as hereinafter provided. In this regard, annual leave may be taken by Swedish Personnel in accordance with their terms of service with the Government but may not exceed leave entitlements of staff members.

Accordingly, Swedish Personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. Swedish Personnel accepted for a period of more than six months, and Swedish Personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service. Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

3. The Government undertakes to ensure that during the entire period of service under this Agreement, the Swedish Personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death, with extended war risk coverage.

## *Article II*

### OBLIGATIONS OF THE UNITED NATIONS

1. The United Nations shall, as appropriate, provide the Swedish Personnel with office space, support staff and other resources necessary to carry out the tasks assigned to them.

2. Costs incurred by Swedish Personnel undertaking official travel in the discharge of their functions, insofar as not provided by the international civil and security presences deployed under United Nations auspices in Kosovo, shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the Swedish Personnel, arising out of or related to the provision of services under this Agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations. Any amounts payable by the United Nations shall be reduced by amounts of any coverage under the insurance referred to in article I, section 3, of this Agreement.

## *Article III*

### OBLIGATIONS OF THE SWEDISH PERSONNEL

The Government agrees to the terms and obligations specified below, and shall, as appropriate, ensure that the Swedish Personnel performing services under this Agreement comply with these obligations:

(a) The Swedish Personnel shall perform their functions under the authority, and in full compliance with the instructions of the Prosecutor of the International Tribunal, and any person acting on his or her behalf;

(b) The Swedish Personnel shall undertake to respect the impartiality and independence of the International Tribunal as a part of the United Nations and shall neither seek nor accept instructions regarding the services performed under this Agreement from any Government or from any authority external to the International Tribunal;

(c) The Swedish Personnel shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations;

(d) The Swedish Personnel shall comply with all rules, regulations, instructions, procedures or directives issued by the United Nations and the International Tribunal, including those relating to communications with the information media and the possession of firearms or other weapons;

(e) The Swedish Personnel shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without the authorization of the Prosecutor of the International Tribunal, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the written authorization of the Prosecutor of the International Tribunal, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of this Agreement;

(f) The members of the Swedish Personnel shall sign an undertaking in the form attached to this Agreement in annex II.<sup>8</sup>

#### *Article IV*

##### LEGAL STATUS OF THE SWEDISH PERSONNEL

1. The Swedish Personnel shall not be considered in any respect as being officials or staff of the United Nations.

2. While performing functions for the United Nations, the Swedish Personnel shall be considered as “experts on mission” within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

#### *Article V*

##### ACCOUNTABILITY

1. Unsatisfactory performance, or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month’s notice shall be given in such cases.

2. Any serious breach of the duties and obligations which, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises of the individual involved when the circumstances so warrant.

3. The Government will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by Swedish Personnel provided by the Government if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such Swedish Personnel.

*Article VI*

THIRD-PARTY CLAIMS

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the Swedish Personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the Swedish Personnel provided by the donor, the Government shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

*Article VII*

CONSULTATION

The United Nations and the Government shall consult with each other in respect of any matter that may arise in connection with this Agreement.

*Article VIII*

SETTLEMENT OF DISPUTES

Any disputes, controversy or claim arising out of, or relating to, this Agreement shall be settled by negotiation or other mutually agreed mode of settlement.

*Article IX*

ENTRY INTO FORCE; DURATION AND TERMINATION

The Agreement shall enter into force on 28 April 2000, and shall remain in force for six months unless terminated earlier by either Party upon one month's written notice to the other Party. The Agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

*Article X*

AMENDMENT

This Agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

IN WITNESS WHEREOF, the respective representatives of the United Nations and the Government of Sweden have signed this Agreement.

DONE at The Hague, this twenty-eighth day of April in the year 2000, in two originals in the English language.

For the United Nations:  
(*Signed*)  
Dorothee DE SAMPAYO GARRIDO-NIJGH  
*Registrar*

For the Government of Sweden:  
(*Signed*)  
Per Vilhelm ANDERMAN  
*Chargé d'Affaires, Embassy of Sweden*  
*The Hague*

- (e) Agreement between the United Nations and the Democratic Republic of the Congo on the status of the United Nations Organization Mission in the Democratic Republic of the Congo. Signed at Kinshasa on 4 May 2000<sup>9</sup>

## I. DEFINITIONS

1. For the purpose of this Agreement the following definitions shall apply:

(a) “MONUC” means the United Nations Organization Mission in the Democratic Republic of the Congo established in accordance with Security Council resolution 1291 (2000) with the mandate described in the above-mentioned resolution on the basis of the recommendations made by the Secretary-General in his report dated 17 January 2000 (S/2000/30).

MONUC shall consist of:

- (i) The “Special Representative” appointed by the Secretary-General of the United Nations with the consent of the Security Council. Any reference to the Special Representative in this Agreement shall, except in paragraph 26, include any member of MONUC to whom he delegates a specified function or authority;
- (ii) A “civilian component” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of MONUC;
- (iii) A “military component” consisting of military and civilian personnel made available to MONUC by participating States at the request of the Secretary-General;

(b) A “member of MONUC” means the Special Representative of the Secretary-General and any member of the civilian or military components;

(c) “The Government” means the Government of the Democratic Republic of the Congo;

(d) “The territory” means the territory of the Democratic Republic of the Congo;

(e) A “participating State” means a State providing personnel, services, equipment, provisions, supplies, material and other goods to any of the above-mentioned components of MONUC;

(f) “The Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(g) “Contractors” means persons, other than members of MONUC, engaged by the United Nations, including juridical as well as natural persons and their employees and subcontractors, to perform services and/or supply equipment, provisions, supplies, materials and other goods in support of MONUC activities. Such contractors shall not be considered third-party beneficiaries to this Agreement;

(h) “Vehicles” means civilian and military vehicles in use by the United Nations and operated by members of MONUC and contractors in support of MONUC activities;

(i) “Vessels” means civilian and military vessels in use by the United Nations and operated by members of MONUC, participating States and contractors, in support of MONUC activities;

(j) “Aircraft” means civilian and military aircraft in use by the United Nations and operated by members of MONUC, participating States and contractors, in support of MONUC activities.

## II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to MONUC or any member thereof or to contractors apply in the Democratic Republic of the Congo only.

## III. APPLICATION OF THE CONVENTION

3. MONUC, its property, funds and assets, and its members, including the Special Representative, shall enjoy the privileges and immunities specified in this Agreement as well as those provided for in the Convention, to which the Democratic Republic of the Congo is a party.

4. Article II of the Convention, which applies to MONUC, shall also apply to the property, funds and assets of participating States used in connection with MONUC.

## IV. STATUS OF MONUC

5. MONUC and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of those arrangements. MONUC and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of those obligations.

6. Without prejudice to the mandate of MONUC and its international status:

(a) The United Nations shall ensure that MONUC shall conduct its operation in the Democratic Republic of the Congo with full respect for the principles and rules of the international conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the United Nations Educational, Scientific and Cultural Organization Convention of 14 May 1954 on the Protection of Cultural Property in the Event of Armed Conflict;

(b) The Government undertakes to treat at all times the military personnel of MONUC with full respect for the principles and rules of the international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions of 12 April 1949 and their Additional Protocols of 8 June 1977.

MONUC and the Government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and rules of the above-mentioned international instruments.

7. The Government undertakes to respect the exclusively international nature of MONUC, just as MONUC undertakes to respect the sovereignty and territorial integrity of the Democratic Republic of the Congo.

*United Nations flag, markings and identification*

8. The Government recognizes the right of MONUC to display within the Democratic Republic of the Congo the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases. In these cases, MONUC shall give sympathetic consideration to observations or requests of the Government.

9. Vehicles, vessels and aircraft of MONUC shall carry a distinctive United Nations identification, which shall be notified to the Government.

*Communications*

10. MONUC shall enjoy the facilities in respect to communications provided in article III of the Convention and shall, in coordination with the Government, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise and which are not specifically provided for in this Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

11. Subject to the provisions of paragraph 10:

(a) MONUC shall have the right to install, in consultation with the Government, and operate United Nations radio stations to disseminate information relating to its mandate. MONUC shall also have the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of the Democratic Republic of the Congo with each other and with United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. The United Nations radio stations and telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the relevant frequencies on which any such station may be operated shall be decided upon in cooperation with the Government;

(b) MONUC shall enjoy, within the territory of the Democratic Republic of the Congo, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of MONUC, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of telephone, facsimile and other electronic data may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telephone, facsimile and other electronic data will be charged at the most favourable rate;

(c) MONUC may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of MONUC. The Government shall be informed of the nature of such arrangements

and shall not interfere with or apply censorship to the mail of MONUC or its members. In the event that postal arrangements applying to private mail of members of MONUC are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

#### *Travel and transport*

12. MONUC and its members as well as contractors shall enjoy, together with vehicles, including vehicles of contractors used exclusively in the performance of their services for MONUC, vessels, aircraft and equipment, freedom of movement without delay throughout the Democratic Republic of the Congo. That freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within the Democratic Republic of the Congo, be coordinated with the Government. The Government undertakes to supply MONUC, where necessary, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its movements.

13. Vehicles shall not be subject to registration or licensing by the Government, provided that all such vehicles shall carry the third-party insurance required by relevant legislation.

14. MONUC and its members and contractors, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for MONUC, vessels and aircraft may use roads, bridges, canals and other waters, port facilities, airfields and airspace without the payment of dues, tolls or charges, including wharfage charges. However, MONUC will not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges for services rendered will be charged at the most favourable rates.

#### *Privileges and immunities of MONUC*

15. MONUC, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provision of article II of the Convention which applies to MONUC shall also apply to the property, funds and assets of participating States used in the Democratic Republic of the Congo in connection with the national contingents serving in MONUC, as provided for in paragraph 4 of this Agreement. The Government recognizes the right of MONUC in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of MONUC or for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of MONUC, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of MONUC, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of MONUC or for resale in the commissaries provided for above;

(d) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies, fuel and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of the Democratic Republic of the Congo or to an entity nominated by them.

To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between MONUC and the Government at the earliest possible date.

## V. FACILITIES FOR MONUC AND ITS CONTRACTORS

### *Premises required for conducting the operational and administrative activities of MONUC and for accommodating its members*

16. The Government of the Democratic Republic of the Congo shall provide without cost to MONUC and in agreement with the Special Representative such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of MONUC. Without prejudice to the fact that all such premises remain Democratic Republic of the Congo territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises. Where United Nations troops are co-located with military personnel of the host country, a permanent, direct and immediate access by MONUC to those premises shall be guaranteed.

17. The Government undertakes to assist MONUC as far as possible in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of MONUC as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by MONUC on terms to be agreed with the competent authority. MONUC shall be responsible for the maintenance and upkeep of facilities so provided.

18. MONUC shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity.

19. The United Nations alone may consent to the entry of any government officials or of any other person not a member of MONUC to such premises.

### *Provisions, supplies and services, and sanitary arrangements*

20. The Government agrees to grant expeditiously all necessary authorizations, permits and licences required for the importation and exportation of equipment, provisions, supplies, materials and other goods exclusively used in support of MONUC, including in respect of importation and exportation by contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax.

21. The Government undertakes to assist MONUC as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods and services required for its subsistence and operations from local sources. In respect of equipment, provisions, supplies, materials and other goods purchased locally by MONUC or by contractors for the official and exclusive use of MONUC, the Government shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. The Government shall exempt MONUC and contractors from general sales taxes in respect of all official local purchases. In making purchases on the local market, MONUC shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performance of the services provided by contractors, other than Democratic Republic of the Congo nationals, in support of MONUC, the Government agrees to provide contractors with facilities concerning their entry into and departure from the Democratic Republic of the Congo as well as their repatriation in time of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions, all necessary visas, licences or permits. Contractors other than Democratic Republic of the Congo nationals shall be accorded exemption from taxes in the Democratic Republic of the Congo on the services provided to MONUC, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

23. MONUC and the Government shall cooperate with respect to sanitary services and shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

#### *Recruitment of local personnel*

24. MONUC may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by MONUC and to accelerate the process of such recruitment.

#### *Currency*

25. The Government undertakes to make available to MONUC, against reimbursement in mutually acceptable currency, Democratic Republic of the Congo currency required for the use of MONUC, including the pay of its members, at the rate of exchange most favourable to MONUC.

### VI. STATUS OF THE MEMBERS OF MONUC

#### *Privileges and immunities*

26. The Special Representative, the Commander of the military component of MONUC and such high-ranking members of the Special Representative's staff as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities referred to therein shall be those accorded to diplomatic envoys by international law.

27. Officials of the United Nations assigned to the civilian component to serve with MONUC, as well as United Nations Volunteers who shall be assimilated

thereto, shall remain officials of the United Nations entitled to the privileges and immunities listed in articles V and VII of the Convention.

28. Military observers and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of article VI of the Convention.

29. Military personnel of national contingents assigned to the military component of MONUC shall enjoy the privileges and immunities specifically provided for in this Agreement.

30. Unless otherwise specified in this Agreement, locally recruited personnel of MONUC shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention.

31. Members of MONUC shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside the Democratic Republic of the Congo. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

32. Members of MONUC shall have the right to import free of duty their personal effects in connection with their arrival in the Democratic Republic of the Congo. They shall be subject to the laws and regulations governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Democratic Republic of the Congo with MONUC. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of MONUC, including the military component, upon prior written notification. On departure from the Democratic Republic of the Congo, members of MONUC may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of MONUC.

33. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of the Democratic Republic of the Congo by the members of MONUC, in accordance with this Agreement.

#### *Entry, residence and departure*

34. The Special Representative and members of MONUC shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from the Democratic Republic of the Congo.

35. The Government undertakes to facilitate the entry into and departure from the Democratic Republic of the Congo of the Special Representative and members of MONUC and shall be kept informed of such movement. For that purpose, the Special Representative and members of MONUC shall be exempt from passport and visa regulations and immigration inspection and restrictions as well as payment of any fees or charges on entering into or departing from the territory of the Democratic Republic of the Congo. They shall also be exempt from any regulations

governing the residence of aliens in the Democratic Republic of the Congo, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Democratic Republic of the Congo.

36. For the purpose of such entry or departure, members of MONUC shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 37 of this Agreement, except in the case of first entry, when the United Nations laissez-passer, national passport or personal identity card issued by the United Nations or appropriate authorities of a participating State may be accepted in lieu of said identity card.

#### *Identification*

37. The Special Representative shall issue to each member of MONUC before or as soon as possible after such member's first entry into the Democratic Republic of the Congo, as well as to all locally recruited personnel and contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 36 of this Agreement, such identity card shall be the only document required of a member of MONUC.

38. Members of MONUC as well as locally recruited personnel and contractors shall be required to present, but not to surrender, their MONUC identity cards upon demand of an appropriate official of the Government.

#### *Uniforms and arms*

39. Military members and other categories of MONUC personnel shall wear, while performing official duties, the national uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by members of MONUC may be authorized by the Special Representative at other times. Military members and other civilian personnel of MONUC and United Nations Security Officers designated by the Special Representative may possess and carry arms while on duty in accordance with their orders.

#### *Permits and licences*

40. The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative for the operation by any member of MONUC, including locally recruited personnel, of any MONUC vehicles and for the practice of any profession or occupation in connection with the functioning of MONUC, provided that no permit to drive a vehicle or pilot an aircraft shall be issued to any person who is not already in possession of an appropriate and valid licence.

41. The Government agrees to accept as valid, and where necessary to validate, free of charge and without any restrictions, licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for MONUC. Without prejudice to the foregoing, the Government further agrees to grant expeditiously, free of charge and without any restrictions, necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.

42. Without prejudice to the provisions of paragraph 39, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative to a member of MONUC for the carrying or use of firearms or ammunition in connection with the functioning of MONUC.

*Military police, arrest and transfer of custody, and mutual assistance*

43. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of MONUC as well as locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of MONUC and such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government and in liaison with it insofar as such employment is necessary to maintain discipline and order among members of MONUC.

44. The military police of MONUC shall have the power of arrest over the military members of MONUC. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel mentioned in paragraph 43 above may take into custody any other person on the premises of MONUC. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

45. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of MONUC:

(a) When so requested by the Special Representative; or

(b) When such a member of MONUC is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of MONUC, whereafter the provisions of paragraph 51 shall apply *mutatis mutandis*.

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), MONUC or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

47. MONUC and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 44 to 46.

48. The Government shall take all appropriate measures to ensure the safety and security of MONUC and its members. Upon the request of the Special Representative of the Secretary-General, the Government shall provide such security as is necessary to protect MONUC, its property and members during the exercise of their functions.

49. The Government shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to MONUC or its members which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

#### *Jurisdiction*

50. All members of MONUC, including locally recruited personnel, shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by MONUC and after the expiration of the other provisions of this Agreement.

51. Should the Government consider that any member of MONUC has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 26:

(a) If the accused person is a member of the civilian component or a civilian member of the military component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement the question shall be resolved as provided in paragraph 57 of this Agreement;

(b) Military members of the military component of MONUC shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in the Democratic Republic of the Congo.

52. If any civil proceeding is instituted against a member of MONUC before any court of the Democratic Republic of the Congo, the Special Representative shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 55 of this Agreement shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of MONUC is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for no more than 90 days. Property of a member of MONUC that is certified by the Special Representative to be needed by the defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgement. The personal liberty of a member of MONUC shall not be restricted in a civil proceeding, whether to enforce a judgement, to compel an oath or for any other reason.

#### *Deceased members*

53. The Special Representative shall have the right to take charge of and dispose of the body of a member of MONUC who dies in the Democratic Republic of the Congo, as well as that member's personal property located within the Democratic Republic of the Congo, in accordance with United Nations procedures.

## VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

54. Claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to MONUC, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the United Nations, shall be settled by the United Nations in the manner provided for in article 55 of this Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury, or, if the claimant did not know or could not have reasonably known of such loss or injury, within six months from the time he/she discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as are approved by the General Assembly in its resolution 52/247 of 26 June 1998.

## VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character, not resulting from the operational necessity of MONUC, to which MONUC or any member thereof is a party and over which the courts of the Democratic Republic of the Congo do not have jurisdiction because of any provision of this Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within 30 days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the 30-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of 30 days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of MONUC, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

56. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

57. All other disputes between MONUC and the Government concerning the interpretation or application of this Agreement shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

58. All differences between the United Nations and the Government of the Democratic Republic of the Congo arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

## IX. SUPPLEMENTAL ARRANGEMENTS

59. The Special Representative and the Government may conclude arrangements supplemental to this Agreement.

## X. LIAISON

60. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

## XI. MISCELLANEOUS PROVISIONS

61. Wherever this Agreement refers to privileges, immunities and rights of MONUC and to the facilities that the Democratic Republic of the Congo undertakes to provide to MONUC, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

62. This Agreement shall enter into force upon signature by or for the Secretary-General of the United Nations and the Government.

63. This Agreement shall remain in force until the departure of the final element of MONUC from the Democratic Republic of the Congo, except that:

(a) The provisions of paragraphs 50, 57 and 58 shall remain in force;

(b) The provisions of paragraphs 54 and 55 shall remain in force until all claims made in accordance with the provisions of paragraph 54 have been settled.

DONE at Kinshasa on 4 May 2000, in duplicate, in the French language.

For the United Nations:

*(Signed)*

Kamel MORJANE

*Special Representative*

*of the Secretary-General*

For the Government

of the Democratic Republic of the Congo:

*(Signed)*

Yerodia ABDOULAYE NDOMBASHI

*Minister of Foreign Affairs*

*and International Cooperation*

*Minister of State*

*of the Democratic Republic of the Congo*

(f) Agreement to regulate the relationship between the United Nations and the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization. Signed at New York on 26 May 2000<sup>10</sup>

*The United Nations and the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization,*

*Bearing in mind* the relevant provisions of the Charter of the United Nations (hereinafter the “Charter”) and of the Comprehensive Nuclear-Test-Ban Treaty (hereinafter the “Treaty”),

*Bearing also in mind* resolution CTBT/MSS/Res/1 of 19 November 1996 of the Meeting of States Signatories to the Treaty (hereinafter the “Resolution”) establishing the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty (hereinafter the “Commission”),

*Recalling* that in accordance with the Charter, the United Nations is the principal organization dealing with matters relating to the maintenance of international peace and security and acts as a centre for harmonizing the actions of nations in the attainment of goals set out in the Charter,

*Recalling further* the relevant provisions of the Treaty which provide for cooperation between the United Nations and the Comprehensive Nuclear-Test-Ban Treaty Organization,

*Noting* that, pursuant to the Resolution, the Commission was established for the purpose of carrying out the necessary preparations for the effective implementation of the Treaty,

*Acknowledging* that the activities of the Commission performed pursuant to the Treaty and the Resolution will contribute to the realization of the purposes and principles of the Charter,

*Desiring* to make provision for a mutually beneficial relationship whereby the discharge of their respective responsibilities may be facilitated,

*Noting* that General Assembly resolution 54/65 of 6 December 1999 and the decision of the Commission of 29 April 1999, contained in CTBT/PC-8/1/Annex IX, call for the conclusion of an agreement to regulate the relationship between the United Nations and the Commission,

*Have agreed* as follows:

#### *Article I*

##### GENERAL

1. The United Nations recognizes the Commission as an entity in working relationship with the United Nations as defined by this Agreement, which by virtue of the Resolution has standing as an international organization, authority to negotiate and enter into agreements, and such other legal capacity as necessary for the exercise of its functions and the fulfilment of its purposes.

2. The Commission recognizes the responsibilities of the United Nations under the Charter, in particular, in the fields of international peace and security and economic and social, cultural and humanitarian development, protection and preservation of the environment and peaceful settlement of disputes.

3. The Commission undertakes to conduct its activities in accordance with the purposes and principles of the Charter and with due regard to the policies of the United Nations furthering those purposes and principles.

#### *Article II*

##### COOPERATION AND COORDINATION

1. The United Nations and the Commission, recognizing the need to work jointly to achieve their common objectives, and with a view to facilitating the effective exercise of their responsibilities, agree to cooperate closely and to consult and to maintain a close working relationship on matters of mutual interest and concern. To that end, the United Nations and the Commission shall cooperate with each other in accordance with the provisions of their respective constituent instruments.

2. In view of the responsibilities of the Commission under the Resolution, the United Nations and the Commission shall, in particular, cooperate in the implementation of the following provisions of the Treaty:

(a) Paragraph 13 of article II of the Treaty related to the convening by the Secretary-General of the United Nations as the depositary of the Treaty of the initial session of the Conference of the States Parties to the Treaty;

(b) Article XIV of the Treaty related to the convening by the depositary, upon the request of a majority of States that have already deposited their instruments of ratification, of Conferences convened to consider and decide by consensus what measures consistent with international law may be undertaken to accelerate the ratification process in order to facilitate the early entry into force of the Treaty.

3. The Commission, within its competence and in accordance with the provisions of the Treaty, shall cooperate with the United Nations by providing to it at its request such information and assistance as may be required in the exercise of its responsibilities under the Charter. In case confidential information is provided, the United Nations shall preserve the confidential character of that information.

4. The United Nations and the Commission recognize the necessity of achieving, where applicable, effective coordination of the activities and services of the United Nations and the Commission with a view to avoiding unnecessary duplication of such activities and services, particularly with respect to common services at the Vienna International Centre.

5. The Secretariat of the United Nations and the Provisional Technical Secretariat of the Commission shall maintain a close working relationship on issues of mutual concern in accordance with such arrangements as may be agreed from time to time.

6. The Secretary-General of the United Nations and the Executive Secretary of the Commission shall consult from time to time regarding their respective responsibilities and, in particular, regarding such administrative arrangements as may be necessary to enable the United Nations and the Commission effectively to carry out their functions and to ensure effective cooperation and liaison between the Secretariat of the United Nations and the Provisional Technical Secretariat of the Commission.

### *Article III*

#### RECIPROCAL REPRESENTATION

1. The Secretary-General of the United Nations, or his representative, shall be entitled to attend and participate without vote in sessions of the Commission and, subject to the rules of procedure and practice of the bodies concerned, in meetings of such other bodies as may be convened by the Commission, whenever matters of interest to the United Nations are under consideration.

2. The Executive Secretary of the Commission shall be entitled to attend plenary meetings of the General Assembly for the purposes of consultation. The Executive Secretary of the Commission shall be entitled to attend and participate without vote in meetings of the Committees of the General Assembly and, subject to the rules of procedure and practice of the bodies concerned, in meetings of subsidiary bodies of the General Assembly and the Committees concerning matters of interest to the Commission. Whenever other principal organs of the United Nations consider matters which are of relevance to the activities of the Commission, at the invitation of that organ, the Executive Secretary may attend its meetings to supply it with information or give it other assistance with regard to matters within the competence of the Commission. The Executive Secretary may, for the purposes of this paragraph, designate any person as his representative.

3. Written statements presented by the United Nations to the Commission for distribution shall be distributed by the Provisional Technical Secretariat of the Commission to all members of the appropriate organ or organs of the Commission. Written statements presented by the Commission to the United Nations for distribution shall be distributed by the Secretariat of the United Nations to all members of the appropriate organ or organs of the United Nations.

*Article IV*

REPORTING

1. The Commission, within its competence and in accordance with the provisions of the Treaty, shall keep the United Nations informed of its activities, and may submit through the Secretary-General of the United Nations reports on them on a regular or ad hoc basis to the principal organs of the United Nations concerned.

2. Should the Secretary-General of the United Nations report to the United Nations on the common activities of the United Nations and the Commission or on the development of relations between them, any such report shall be promptly transmitted by the Secretary-General of the United Nations to the Commission.

3. Should the Executive Secretary of the Commission report to the Commission on the common activities of the Commission and the United Nations or on the development of relations between them, any such report shall be promptly transmitted by the Executive Secretary of the Commission to the United Nations.

*Article V*

RESOLUTIONS OF THE UNITED NATIONS

The Secretary-General of the United Nations shall transmit to the Executive Secretary of the Commission resolutions adopted by the principal organs of the United Nations pertaining to issues relevant to the Treaty and the Resolution. Upon receipt thereof, the Executive Secretary of the Commission shall bring the resolutions concerned to the attention of the Commission and report back to the United Nations on any action taken by the Commission as appropriate.

*Article VI*

AGENDA ITEMS

1. The United Nations may propose agenda items for consideration by the Commission. In such cases, the United Nations shall notify the Executive Secretary of the Commission of the agenda item or items concerned, and the Executive Secretary of the Commission, in accordance with his authority and the relevant rules of procedure, shall bring any such agenda item or items to the attention of the Commission.

2. The Commission may propose agenda items for consideration by the United Nations. In such cases, the Commission shall notify the Secretary-General of the United Nations of the agenda item or items concerned, and the Secretary-General of the United Nations shall, in accordance with his authority and the relevant rules of procedure, bring any such item or items to the attention of the principal organs of the United Nations concerned.

### *Article VII*

#### EXCHANGE OF INFORMATION AND DOCUMENTS

1. The United Nations and the Commission shall arrange for the exchange of information, publications and documents of mutual interest.

2. In fulfilment of the responsibilities entrusted to him under article XVI of the Treaty and in the light of the responsibilities of the Commission under paragraph 18 of the Resolution, the Secretary-General of the United Nations shall transmit to the Commission copies of communications received by the Secretary-General of the United Nations in the capacity of depositary of the Treaty.

3. The Commission, to the extent practicable, shall furnish special studies or information requested by the United Nations. The submission of such studies and information shall be subject to conditions set forth in article XII of the present Agreement.

4. The United Nations, to the extent practicable, shall likewise furnish the Commission, upon its request, with special studies or information relating to matters within the competence of the Commission. The submission of such studies and information shall be subject to conditions set forth in article XII of the present Agreement.

5. The United Nations and the Commission shall make every effort to achieve maximum cooperation with a view to avoiding undesirable duplication in the collection, analysis, publication and dissemination of information related to matters of mutual interest. They will strive to combine, where appropriate, their efforts to secure the greatest possible usefulness and utilization of such information and to minimize the burdens placed on Governments and other international organizations from which such information may be collected.

### *Article VIII*

#### INTERNATIONAL COURT OF JUSTICE

The Commission agrees, subject to such arrangements as it may make for the safeguarding of confidential information, to furnish any information which may be requested by the International Court of Justice in accordance with the Statute of that Court.

### *Article IX*

#### UNITED NATIONS LAISSEZ-PASSER

The United Nations recognizes that due to the special nature and universality of the work of the Commission, as defined in the Resolution, officials of the Commission shall be entitled, in accordance with such special arrangements as may be concluded between the Secretary-General of the United Nations and the Executive Secretary of the Commission, to use the laissez-passer of the United Nations as a valid travel document where such use is recognized by States in the instruments or arrangements defining the privileges and immunities of the Commission.

### *Article X*

#### PERSONNEL ARRANGEMENTS

1. The United Nations and the Commission agree to consult whenever necessary concerning matters of common interest relating to the terms and conditions of employment of staff.

2. The United Nations and the Commission agree to cooperate regarding the exchange of personnel, bearing in mind the nationality of States signatories to the Treaty, and to determine conditions of such cooperation in supplementary arrangements to be concluded for that purpose in accordance with article XV of the Agreement.

#### *Article XI*

##### BUDGETARY AND FINANCIAL MATTERS

1. The Commission recognizes the desirability of establishing budgetary and financial cooperation with the United Nations in order that the Commission may benefit from the experience of the United Nations in this field and in order to ensure, as far as may be practicable, the consistency of the administrative operation of the two organizations in the field.

2. Subject to the provision of article XII of this Agreement, the United Nations may arrange for studies to be undertaken concerning budgetary and financial matters of interest to the Commission with a view to, as far as may be practicable, achieving coordination and securing of consistency in such matters.

3. The Commission agrees to follow, as far as may be practicable and appropriate, the standard budgetary and financial practices and forms used by the United Nations.

#### *Article XII*

##### COSTS AND EXPENSES

The costs and expenses resulting from any cooperation or the provision of services pursuant to this Agreement shall be subject to separate arrangements between the United Nations and the Commission.

#### *Article XIII*

##### PROTECTION OF CONFIDENTIALITY

Subject to the provisions of paragraphs 1 and 3 of article II, nothing in this Agreement shall be so construed as to require either the United Nations or the Commission to furnish any material, data and information the furnishing of which could, in its judgement, require it to violate its policy regarding the confidentiality of such information.

#### *Article XIV*

##### REGISTRATION

Either the United Nations or the Commission may register this Agreement with the United Nations.

#### *Article XV*

##### IMPLEMENTATION OF THE AGREEMENT

The Secretary-General of the United Nations and the Executive Secretary of the Commission may enter into such supplementary arrangements for the implementation of this Agreement as may be found desirable.

*Article XVI*

AMENDMENTS

This Agreement may be amended by mutual consent between the United Nations and the Commission. Any amendment, once agreed upon, shall enter into force on its approval by the General Assembly of the United Nations and the Commission.

*Article XVII*

ENTRY INTO FORCE

This Agreement shall enter into force on its approval by the General Assembly of the United Nations and the Commission.

IN WITNESS WHEREOF the undersigned, being duly authorized representatives of the United Nations and the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization, have signed the present Agreement.

SIGNED this 10th day of May in the year two thousand at New York in two originals in the English language.

For the United Nations:	For the Preparatory Commission for the Comprehensive
<i>(Signed)</i>	Nuclear-Test-Ban Treaty Organization:
Kofi A. ANNAN	<i>(Signed)</i>
<i>Secretary-General</i>	Wolfgang HOFFMANN
	<i>Executive Secretary</i>

- (g) Protocol of technical cooperation between the United Nations (United Nations Transitional Administration in East Timor, founded in Brazil—United Nations Cooperation Agreement) and the Government of the Federative Republic of Brazil. Signed at Dili on 22 July 2000<sup>11</sup>

The Government of the Federative Republic of Brazil and the United Nations Transitional Administration in East Timor (hereinafter referred to as the “Contracting Parties”),

*Considering* the desire to establish a cooperation relationship between the Contracting Parties within the scope of the Basic Agreement on Technical Assistance between the Government of the Federative Republic of Brazil and the United Nations, its Specialized Agencies and the International Atomic Energy Agency, signed on 29 December 1964 and promulgated by Decree No. 59,308 of 23 September 1966,

*Considering* the spirit of United Nations Security Council resolution 1272 (1999) of 25 October 1999, which established the United Nations Transitional Administration in East Timor,

*Recognizing* the need to support the efforts for East Timor’s reconstruction,

*Considering* the need to develop actions of immediate social impact,

*Convinced* of the need to create a durable basis so that a new democratic society flourishes in East Timor,

*Desirous* of supporting capacity-building for an autonomous government,  
*Recognizing* the need for the establishment of conditions for sustainable development,  
*Hereby agree* as follows:

#### *Article I*

The present Protocol of Technical Cooperation, hereinafter referred to as “Protocol”, founded in the Basic Agreement on Technical Assistance between the Government of the Federative Republic of Brazil and the United Nations, its Specialized Agencies and the International Atomic Energy Agency of 1964, as foreseen in article I, paragraph third, article III, paragraph first, and article IV, paragraph fourth, has the purpose to promote technical cooperation in priority areas defined by the Contracting Parties, in principle, in the field of education, health, agriculture, professional technical formation and support to small and medium-size enterprises.

#### *Article II*

1. For the implementation of the purposes of the present Protocol, project documents and technical cooperation activities will be developed.

2. The project documents and the technical cooperation activities will be defined by the executing institutions, in narrow coordination with the Contracting Parties.

3. Institutions from the public and private sectors shall take part in the projects and activities to be developed within the scope of the present Protocol, as well as non-governmental organizations.

4. The Contracting Parties can jointly or separately request the necessary financing for the execution of the projects and activities approved by their own funds from international organizations, funds, regional and international programmes and other donors.

#### *Article III*

1. The projects identified and prepared jointly with the executing institutions will be submitted to the Contracting Parties for their approval.

2. The Contracting Parties will make, in common agreement, periodic evaluation of the projects and activities.

#### *Article IV*

1. The present Protocol shall enter into force on the date of its signature and shall remain in force for the same period as United Nations Security Council resolution 1272 (1999), which established the United Nations Transitional Administration in East Timor. In case there is an extension of the resolution, on 31 January 2001, this Protocol shall also remain in force for the same period.

2. The Contracting Parties may, by mutual consent, modify or amend the present Protocol by notification. The modifications or amendments shall enter into force on the date they are formalized.

3. In case of termination of the present Protocol, the programmes, projects and activities in execution shall not be affected, except when the Contracting Parties expressly agree in writing.

DONE in Dili, on 22 July 2000, in three originals, in the Portuguese and English languages, both texts being equally authentic.

For the Government of the Federative  
Republic of Brazil:  
(Signed)  
Kywal DE OLIVEIRA  
*Chefe do Escritório de Representação  
no Timor Leste*

For the United Nations Transitional  
Administration in East Timor:  
(Signed)  
Sérgio Vieira DE MELLO  
*Representante Especial  
do Secretário-Geral das Nações Unidas*

In the presence of the National Council  
of Timorese Resistance

(h) Agreement between the United Nations and the Kingdom of Swaziland on the enforcement of sentences of the International Tribunal for Rwanda. Signed at Mbabane on 30 August 2000<sup>12</sup>

The Kingdom of Swaziland, hereinafter called the “requested State”, and the United Nations, acting through the International Tribunal for Rwanda, hereinafter called “the Tribunal”,

*Recalling* article 26 of the Statute of the Tribunal, adopted by the Security Council in its resolution 955 (1994) of 8 November 1994, according to which imprisonment of persons sentenced by the Tribunal shall be served in Rwanda or in any of the States on a list of States which have indicated to the Security Council their willingness to accept convicted persons,

*Noting* the willingness of the requested State to enforce sentences imposed by the Tribunal,

*Recalling* the provisions of the Standard Minimum Rules for the Treatment of Prisoners approved by the Economic and Social Council in its resolutions 663 C (XXIV) of 31 July 1957 and 2067 (LXII) of 13 May 1977, the Body of Principles for the Protection of all Persons under any Form of Detention or Imprisonment adopted by the General Assembly in its resolution 43/173 of 9 December 1988 and the Basic Principles for the Treatment of Prisoners adopted by the General Assembly in its resolution 45/111 of 14 December 1990,

*In order* to give effect to the judgements and sentences of the Tribunal,

*Have agreed* as follows:

#### *Article 1*

#### PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall govern matters relating to or arising out of all requests to the requested State to enforce sentences imposed by the Tribunal.

## *Article 2*

### PROCEDURE

1. A request to the requested State to enforce a sentence shall be made by the Assistant Secretary-General appointed in terms of article 16 of the Statute of the International Tribunal for Rwanda (hereinafter referred to as “the Registrar”), with the approval of the President of the Tribunal.

2. The Registrar shall provide the following documents and items to the requested State when making the request:

(a) A certified copy of the judgement;

(b) A statement indicating how much of the sentence has already been served, including information on any pre-trial detention;

(c) When appropriate, any medical or psychological reports on the convicted person, any recommendation for his/her further treatment in the requested State and any other factor relevant to the enforcement of the sentence;

(d) Certified copies of identification papers of the convicted person in the Tribunal’s possession.

3. All communications to the requested State relating to matters provided for in this Agreement shall be made to the Minister, responsible for Correctional Services through the Minister, responsible for Foreign Affairs.

4. The requested State shall promptly decide upon the request of the Registrar, in accordance with national law or practice, and inform the Registrar of its decision whether or not to agree to receive the convicted person(s).

## *Article 3*

### ENFORCEMENT

1. In enforcing the sentence pronounced by the Tribunal, the competent national authorities of the requested State shall be bound by the duration of the sentence so pronounced.

2. The conditions of imprisonment shall be governed by the law of the requested State, subject to the supervision of the Tribunal, as provided for in articles 6 to 8 and paragraphs 2 and 3 of article 9 below.

3. Conditions of imprisonment shall be compatible with the Standard Minimum Rules for the Treatment of Prisoners, the Body of Principles for the Protection of All Persons under Any Form of Detention or Imprisonment and the Basic Principles for the Treatment of Prisoners.

## *Article 4*

### TRANSFER OF THE CONVICTED PERSON

1. The Registrar shall make the appropriate arrangements for the transfer of the convicted person from the Tribunal to the competent authorities of the requested State. Prior to his/her transfer, the convicted person shall be informed by the Registrar of the content of this Agreement.

2. If, after transfer of the convicted person to the requested State, the Tribunal, in accordance with its Rules of Procedure and Evidence, orders that the convicted

person appear as a witness in a trial before it, the convicted person shall be transferred temporarily to the Tribunal for that purpose, conditional on his/her return to the requested State within the period decided by the Tribunal.

3. The Registrar shall transmit the order for the temporary transfer of the convicted person to the national authorities of the requested State. The Registrar shall ensure the proper transfer of the convicted person from the requested State to the Tribunal and back to the requested State for continued imprisonment after the expiration of the period of temporary transfer decided by the Tribunal. The convicted person shall receive credit for the period he/she may have spent in the custody of the Tribunal.

#### *Article 5*

#### *NON BIS IN IDEM*

The convicted person shall not be tried before a court of the requested State for acts constituting serious violations of international humanitarian law under the Statute of the Tribunal for which he/she has already been tried by the Tribunal.

#### *Article 6*

#### INSPECTION

1. The competent authorities of the requested State shall allow the inspection of the conditions of detention and treatment of the convicted person(s) at any time and on a periodic basis by the International Committee of the Red Cross (ICRC) or such other person or body as the Tribunal may designate for that purpose. The frequency of such visits shall be determined by the ICRC or the designated person or body. The ICRC or the designated person or body shall submit a confidential report based on the findings of these inspections to the requested State and to the President of the Tribunal.

2. Representatives of the requested State and the President of the Tribunal shall consult each other on the findings of the report referred to in paragraph 1. The President of the Tribunal may thereafter request the requested State to inform him/her of any changes made in the conditions of detention as suggested by the ICRC or the designated person or body.

#### *Article 7*

#### INFORMATION

1. The requested State shall immediately notify the Registrar of the following:

(a) The completion of the sentence by the convicted person, two months prior to such completion;

(b) If the convicted person has escaped from custody before the sentence has been completed;

(c) If the convicted person is deceased.

2. Notwithstanding the provisions of the preceding paragraph, the Registrar and the requested State shall consult each other on all matters relating to the enforcement of the sentence, upon request of either party.

## Article 8

### COMMUTATION OF SENTENCE, PARDON AND EARLY RELEASE

1. If, pursuant to the applicable national law of the requested State, the convicted person is eligible for commutation of sentence, pardon or any form of early release, the requested State shall notify the Registrar accordingly.

2. The President of the Tribunal shall determine, in consultation with the judges of the Tribunal, whether commutation of sentence, pardon or any form of early release is appropriate. The Registrar shall communicate the President's determination to the requested State, which shall act accordingly.

## Article 9

### TERMINATION OF ENFORCEMENT

1. The enforcement shall cease:

- (a) When the sentence has been completed;
- (b) Upon pardon of the convicted person or upon completion of the sentence as commuted in accordance article 8 of this Agreement;
- (c) Following a decision of the Tribunal, as provided for in paragraph 2 of this article;
- (d) Upon the demise of the convicted person.

2. The Tribunal may at any time decide to request the termination of the enforcement of the sentence in the requested State and transfer the convicted person to another State or to the Tribunal.

3. The competent authorities of the requested State shall terminate the enforcement of the sentence as soon as the requested State is informed by the Registrar of any decision or measure as a result of which the sentence ceases to be enforceable.

## Article 10

### IMPOSSIBILITY TO ENFORCE SENTENCE

If, at any time after the decision has been taken to enforce a sentence, further enforcement has, for any legal or practical reason, become impossible, the requested State shall promptly so inform the Registrar. The Registrar shall make the appropriate arrangements for the transfer of the convicted person. The competent authorities of the requested State shall allow at least sixty days following the notification of the Registrar before taking other measures on the matter.

## Article 11

### COSTS

1. Unless the parties agree otherwise:

(a) The Tribunal shall bear the expenses related to: (a) the transfer of the convicted person to and from the requested State; (b) the repatriation of the convicted person upon completion of his/her sentence; (c) in the case of death, repatriation of the body of the convicted person;

(b) The requested State shall pay all other expenses incurred in the enforcement of the sentence.

2. The Tribunal undertakes to approach donor countries and donor agencies with a view to securing financial assistance for any projects aimed at upgrading to international standards imprisonment conditions under which convicted persons are to serve their sentences pursuant to this Agreement.

3. To that end, the requested State may, where necessary, submit to the Registrar a request relating to such projects as are referred to in the preceding paragraph for the purpose of arriving, through consultation, at a mutually agreed understanding on any necessary action.

4. The Tribunal, in approaching the donor countries or donor agencies referred to in paragraph 2 above, shall bring to their attention any special circumstances which may entail extraordinary costs in respect of a convicted person who is to serve a sentence in the requested State pursuant to this Agreement.

*Article 12*

SUBSTITUTION CLAUSE

In the event that the Tribunal is to be wound up, the Registrar will inform the Security Council of any sentences whose enforcement remains to be completed pursuant to this Agreement.

*Article 13*

ENTRY INTO FORCE

This Agreement shall enter into force provisionally upon the signature of both parties, and definitively upon the date of notification by the requested State of ratification or approval of the Agreement by its competent authorities.

*Article 14*

DURATION OF THE AGREEMENT

1. Either of the parties may, after consulting the other party, terminate this Agreement by giving at least sixty days' prior notice in writing to the other party of its intention that the Agreement be terminated.

2. This Agreement shall, however, continue to apply for a period not exceeding six months with regard to any convicted person in respect of whom the requested State is, at the time of the termination of this Agreement, enforcing a sentence pronounced by the Tribunal.

*Article 15*

AMENDMENT

This Agreement may be amended by mutual consent of the parties.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Mbabane, this 30th day of August 2000, in duplicate, in English and French, both texts/being equally authentic.

For the Kingdom of Swaziland:  
(Signed)  
Albert H. N. SHABANGU  
*Minister of Foreign Affairs and Trade*

For the United Nations:  
(Signed)  
Agwu Ukiwe OKALI  
*Assistant Secretary-General  
Registrar of the International  
Tribunal for Rwanda*

### 3. AGREEMENTS RELATING TO THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Cooperation agreement between the United Nations (Office of the United Nations High Commissioner for Refugees) and the Government of the Czech Republic. Done at Prague on 8 February 2000<sup>13</sup>

*Whereas* the Office of the United Nations High Commissioner for Refugees was established by the United Nations General Assembly in its resolution 319 (IV) of 3 December 1949,

*Whereas* the statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, inter alia, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, non-governmental organizations to facilitate the voluntary repatriation of such refugees, or their integration within new national communities,

*Whereas* the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,

*Whereas* the Government of the Czech Republic and the Office of the United Nations High Commissioner for Refugees wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

*Now therefore*, the Government of the Czech Republic and the Office of the United Nations High Commissioner for Refugees, in a spirit of friendly cooperation, have entered into this Agreement.

#### *Article I*

#### DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- (a) "Government" means the Government of the Czech Republic;
- (b) "Host country" means the Czech Republic;
- (c) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;
- (d) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;
- (e) "Parties" means the Government and UNHCR;
- (f) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(g) “UNHCR office” means all the offices and premises, installations and facilities occupied or maintained in the host country;

(h) “UNHCR representative” means the UNHCR official in charge of the UNHCR office in the host country;

(i) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR;

(j) “UNHCR officials” means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;

(k) “Experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(l) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in carrying out its programmes.

## *Article II*

### PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the host country and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

## *Article III*

### COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of and humanitarian assistance to refugees and other persons of concern to UNHCR shall be carried out on the basis of the statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees and other persons of concern to UNHCR.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions, including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment or other assistance, shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

#### *Article IV*

##### UNHCR OFFICE

1. The Government agrees to the establishment and maintenance of a UNHCR office or offices in the host country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the host country to serve as a regional/area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the host country.

#### *Article V*

##### UNHCR PERSONNEL

1. UNHCR may assign to the office in the host country such UNHCR personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the category of the officials and other personnel to be assigned to the UNHCR office in the host country.

3. UNHCR may designate officials to visit the host country for purposes of consulting and cooperating with the corresponding officials of the Government or other entities involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment and other materials furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.

#### *Article VI*

##### FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take appropriate measures which may be necessary to exempt UNHCR personnel from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the host country. Such facilities shall include but are not limited to the authorization to operate, free of licence fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall assist UNHCR officials in finding appropriate office premises for the UNHCR office.

3. The Government, in agreement with UNHCR, shall arrange and provide financial assistance in the form of a voluntary contribution for the expenditures on local services and facilities for the UNHCR office, such as establishment, equipment, maintenance and rent, if any, of the office.

4. The Government shall ensure that the UNHCR office is at all times equipped with utilities.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate, when necessary, the location of suitable accommodation for UNHCR personnel recruited internationally.

### *Article VII*

#### PRIVILEGES AND IMMUNITIES

The Government shall apply to UNHCR, its property, funds, assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations, to which the Czech Republic became a party by succession on 1 January 1993.

### *Article VIII*

#### NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card issued by UNHCR certifying their status under this Agreement.

### *Article IX*

#### WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interest of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

### *Article X*

#### SETTLEMENT OF DISPUTES

Any dispute between the Government and UNHCR arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 days of the request for arbitration either Party has not appointed an arbitrator or

if within 15 days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

*Article XI*

GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the host country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. Either Party may terminate this Agreement by notifying the other Party in writing. This Agreement shall cease to be in force six months after the day of such notification, except as regards the cessation of the activities of UNHCR in the Czech Republic, in which case the Agreement will cease to be in force upon removal of UNHCR, except for such provisions as may be applicable in connection with the orderly termination of the operations of UNHCR in the Czech Republic and the disposal of its property therein.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the Government and UNHCR, respectively, have on behalf of the Parties signed this Agreement, in the Czech and English languages. In case of dispute relating to the interpretation of the present Agreement, the English version shall prevail.

DONE at Prague on 8 February 2000 in two originals, each in the Czech and English languages, both texts being equally authentic.

For the Government  
of the Czech Republic:  
(Signed)  
Jan KAVAN

For the Office of the United Nations  
High Commissioner for Refugees:  
(Signed)  
Sadako OGATA

**B. Treaty provisions concerning the legal status of intergovernmental organizations related to the United Nations**

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.<sup>14</sup> APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 2000, the following States acceded to the Convention or if already parties undertook by a subsequent notification to apply the provisions of the Convention, in respect of the specialized agencies indicated below:

<i>State</i>	<i>Date of receipt of instrument of accession or notification</i>	<i>Specialized agencies</i>
Bulgaria	24 January 2000	IBRD IFC IMF WIPO UNIDO
France	2 August 2000	ILO FAO (Second revised text of Annex II) UNESCO ICAO WHO (Third revised text of Annex VII) IBRD IDA IFC IMF UPU ITU WMO IMO (Revised text of Annex XII) WIPO IFAD
Norway	22 November 2000	IDA WIPO IFAD UNIDO

As of 31 December 2000, 106 States were parties to the Convention.<sup>15</sup>

## 2. INTERNATIONAL LABOUR ORGANIZATION

Exchange of letters between the Director-General of the International Labour Office and the Minister for Foreign Affairs of Viet Nam concerning the conclusion of a provisional arrangement with a view to the establishment of an ILO office in Hanoi.<sup>16</sup> Signed at Geneva on 15 August 2000<sup>17</sup>

15 August 2000

Dear Mr. Minister,

I have the honour to refer to discussions between officials of the Government of the Socialist Republic of Viet Nam and of the International Labour Office concerning the conclusion of a provisional arrangement which would enable ILO to continue its cooperation with the Government and to take the first steps for the establishment of an ILO office in Hanoi. I understand that the following has been agreed between your Government and our organization:

In order to enable ILO to continue its cooperation and to take the first steps for the establishment of such an office, pending the successful outcome of negotiations now taking place and the entry into force of the resulting agreement, the Government undertakes to grant to ILO and its internationally recruited officials performing functions in Viet Nam, as well as to its property, funds and assets, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the General Assembly of the United Nations on 21 November 1947.

Locally recruited officials shall enjoy such immunities, privileges and exemptions as are enjoyed by locally recruited officials of the United Nations in accordance with the Convention on the Privileges and Immunities of the United Nations.

All relevant provisions of the aforementioned Convention of 1947 shall apply to the granting of such privileges and immunities, including the organization's duty to waive immunity in the circumstances defined in section 22 and to cooperate with the government authorities for the proper administration of justice in accordance with section 23.

I look forward to receiving your Government's confirmation that the above provisional arrangement faithfully reflects the agreement that has been reached between us, and propose that this arrangement enter into effect immediately.

*(Signed)* Juan SOMAVIA

By a letter dated 1 September 2000, the Minister for Foreign Affairs of the Socialist Republic of Viet Nam confirmed to the Director-General of the International Labour Office that the terms of the provisional arrangement set forth in his letter faithfully reflected the agreement reached between the Socialist Republic of Viet Nam and the International Labour Office and that the arrangement would enter into effect immediately.

### 3. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

#### Agreements relating to conferences, seminars and other meetings

For the purpose of holding international conferences on the territory of member States, UNESCO concluded various agreements which contained the following provisions concerning the legal status of the organization:

##### “Privileges and Immunities

“The Government of [name of the State] shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies as well as annex IV thereto [if applicable: to which it has been a party from . . .].

“In particular, the Government shall not place any restriction on the entry into, sojourn in and departure from the territory of [name of the State] of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the organization’s relevant rules and regulations.

##### “Damage and accidents

“As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of [name of State] shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents that may occur to persons present therein. The [name of State] authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [name of State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the organization.”

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### 4. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

- (a) Agreement between the United Nations Industrial Development Organization and the Government of Colombia regarding the establishment of a UNIDO regional office in Colombia. Signed on 22 May 2000

...

#### *Article III*

1. The Government shall apply to UNIDO, including its property, funds, assets and its international officials, the provisions of the Convention on the Privileges and Immunities of the United Nations.

2. The UNIDO Field Representative and Regional Director and other international officials of the office, shall be granted such privileges and immunities as the Government accords to diplomatic envoys of similar rank.

(b) Agreement between the United Nations Industrial Development Organization and the Government of the Lebanese Republic regarding the establishment of a UNIDO regional office in Beirut, for Arab countries. Signed on 3 June 2000

...

#### *Article III*

The Government shall apply to the UNIDO regional office in Beirut, its property, funds, assets and its officials and experts on mission, the provisions of the Basic Cooperation Agreement concluded on 14 March 1989 between UNIDO and the Government.

#### *Article IV*

The level of privileges and immunities granted in accordance with the present Agreement shall be understood to be subject to such adjustment as may be required to take fully into account the general understanding concerning additional privileges and immunities to be reached between the appropriate Lebanese authorities and the specialized agencies of the United Nations having offices or projects in the Lebanese Republic. Any such adjustment shall be agreed to in a supplemental agreement to the present Agreement regarding the establishment of a UNIDO regional office in Beirut.

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#### NOTES

<sup>1</sup>United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1).

<sup>2</sup>For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.01.V.5).

<sup>3</sup>Came into force on 17 February 2000 by signature.

<sup>4</sup>Came into force on 18 February 2000, in accordance with the provisions of the said letters.

<sup>5</sup>Came into force on 4 April 2000, in accordance with the provisions of the said letters.

<sup>6</sup>Came into force on 28 April 2000 by signature.

<sup>7</sup>Annex I is not included.

<sup>8</sup>Annex II is not included.

<sup>9</sup>Came into force on 4 May 2000 by signature.

<sup>10</sup>Came into force on 26 May 2000 by signature.

<sup>11</sup>Came into force on 22 July 2000 by signature.

<sup>12</sup>Came into force provisionally on 30 August 2000 by signature.

<sup>13</sup>Came into force by signature on 8 February 2000.

<sup>14</sup>United Nations, *Treaty Series*, vol. 33, p. 261.

<sup>15</sup>For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.01.V.5).

<sup>16</sup>ILO, *Official Bulletin*, vol. LXXXIII, 2000, Series A, No. 2, p. 60.

<sup>17</sup>Came into force on 1 September 2000.